合同编号：CRDH07-XS-JS-2022-0001

INSTITUT ALFACHIN-PREVING doo
Broj 132/VI-22
Datum 15.06.2022
BEOGRAD

## SERVICE CONTRACT FOR HEALTH & SAFETY

This Contract (hereinafter referred to as: Contract) has been reached by and between:

1. **China Railway Construction Electrification Bureau Group** Co, Ltd OGRANAK BEOGRAD, Batajnicki drum 3 deo 6 A, Belgrade-Zemun, TIN: 111359400 (hereinafter referred to as: Client)

and

2. **INSTITUT ALFACHIN-PREVING DOO, BEOGRAD**, with an address: Internacionalnih brigada 22/21, Belgrade, TIN: 112783593 (hereinafter referred to as: *Service Provider*)

(hereinafter individually referred to as: *a Party* and jointly referred to as: *the Parties*)

**WHEREAS**

The Client expressed its intention for hiring a company licensed for providing health&safety at work on project of modernization and reconstruction of the Railway Novi Sad - Subotica (hereinafter: the Project).

The Service Provider is willing to provide the mentioned services to the Client and declares that it is fully skilled and has the required equipment and the capacity to provide the services under this Contract.

Taking into account the mutual obligations and agreements contained in this Contract, the Parties hereby agree and commit on, as follows:

**Article 1 – Contract documents**

1.1. The following documents shall be considered as the legal grounds for the services under this Contract:
   a) Health and Safety at Work Law;
   b) Rulebook on protection at work during construction works;
   c) Regulations on proceedings and procedures of inspection (supervision) over the implementation of health and safety measures (H&S);
   d) Environmental Protection Law;

## UGOVOR O PRUŽANJU USLUGA IZ OBLASTI BEZBEDNOSTI I ZDRAVLJA NA RADU

Ovaj ugovor (u daljem tekstu: Ugovor) zaključen je između:

1. **China Railway Construction Electrification Bureau Group** Co, Ltd OGRANAK BEOGRAD, Batajnički drum 3. deo 6 A, Beograd-Zemun, PIB: 111359400 (u daljem tekstu označen kao: Klijent)

i

2. **INSTITUT ALFACHIN-PREVING DOO, BEOGRAD**, Internacionalnih brigada 22/21, Beograd, PIB: 112783593 (u daljem tekstu označen kao: *Pružalac usluga*)

(u daljem tekstu pojedinačno označeni kao: *Ugovorna strana* i zajednički označeni kao: *Ugovorne strane*)

**S OBZIROM DA**

Klijent je izrazio nameru da angažuje kompaniju licenciranu za pružanje usluga iz oblasti bezbednosti i zdravlja na radu na projektu modernizacije i rekonstrukcije pruge Novi Sad - Subotica (u daljem tekstu: Projekat).

Pružalac usluga je spreman da Klijentu pruži pomenute usluge i izjavljuje da je potpuno osposobljen, da ima neophodnu opremu i da poseduje kapacitete da pruži usluge iz ovog Ugovora.

Uzimajući u obzir uzajamne obaveze i dogovor u sadržan u ovom Ugovoru, Ugovorne strane su saglasne i obavezuju se, kako sledi:

**Član 1 – Ugovorna dokumentacija**

1.1. Sledeća dokumenta smatraće se pravnim osnovom za pružanje usluga iz ovog Ugovora:
   a) Zakon o bezbednosti i zdravlju na radu;
   b) Pravilnik o zaštiti na radu pri izvođenju građevinskih radova;
   c) Propisi koji regulišu postupke i procedure inspekcijskog pregleda (nadzora) nad sprovođenjem mera bezbednosti i zdravlja na radu (BZR);
   d) Zakon o zaštiti životne sredine;

e) Waste management Law;
f) Fire protection Law;
g) The Law on transport and storage of dangerous goods;
h) Regulations on transportation of dangerous goods (ADR, RID and ADN);
i) Any other document regulating occupational safety and health, environmental protection, waste management and transport and storage of dangerous items which is relevant for the implementation of construction projects.

**Article 2 – Scope of works**

2.1. The Service Provider shall perform the services to the satisfaction of the Client in accordance with the relevant regulations of the Republic of Serbia and the requirements of the Joint Stock Company for Public Railway Infrastructure Management Infrastructure of Serbian Railways (hereinafter referred to as: *Investor*)

a) Continuous Servicing activities of health and safety at work related to the Project (Health and safety manager);
b) Coordination servicing activities of health and safety at work to eliminate risk in business (Coordinator - Coordinator for the implementation of joint measures to ensure the safety and health of all employees);
c) Servicing activities of environmental protection related to the Project;
d) Servicing activities of storage, handling and transportation of hazardous material, related to the Project;
e) Servicing activities of fire protection for the Client;
f) Organize activities of preventive inspections related to the project to equipment for which there is obligation to issue a special certificate, respectively expert certificate according to legislature of Serbia;
g) Preparation of technical documentation in the field of safety and health at work that includes:
   - preparation of safety and health data for the needs of the main project in accordance with the needs of the project and drafting of the method statement;
   - preparation of construction site health and safety plan (H&S plan/EUG) and delivery to the Labour Inspectorate;
   - documentation preparation in the field of health and safety at work for the Client in accordance with the Health and Safety Law:

e) Zakon o upravljanju otpadom;
f) Zakon o protivpožarnoj zaštiti;
g) Zakon o skladištenju i transportu opasnih materija;
h) propisi koji regulišu transport opasnih materija (ADR, RID i ADN);
i) Svaki drugi dokument koji reguliše bezbednost i zdravlje na radu, zaštitu životne sredine, upravljanje otpadom i transport i skladištenje opasnih materija koji je relevantan za realizaciju građevinskih projekata.

**Član 2 – Obim posla**

2.1. Pružalac usluga će vršiti usluge na zadovoljstvo Klijenta u skladu sa važećim propisima Republike Srbije i zahtevima Akcionarskog društva za upravljanje javnom železničkom infrastrukturom Železnica Srbije (u daljem tekstu: Investitor)

a) Kontinualno servisiranje poslova bezbednosti i zdravlja na radu u vezi sa Projektom (Lice za bezbednost i zdravlje na radu);
b) Koordiniranje poslova bezbednosti i zdravlja na radu za otklanjanje rizika u poslovanju (Koordinator-lice za koordinaciju sprovođenja zajedničkih mera kojima se obezbeđuje bezbednost i zdravlje svih zaposlenih);
c) Servisira poslove zaštite životne sredine u vezi sa Projektom;
d) Servisira poslove skladištenja, rukovanja i transporta opasnim materjama u vezi sa Projektom;
e) Servisira poslove protivpožarne zaštite za potrebe Klijenta;
f) Organuzuje preventivne preglede u vezi sa projektom za opremu za koju postoji obaveza izdavanja posebnog sertifikata, odnosno stručnog nalaza prema zakonodavstvu Srbije;
g) Izrada projektno-tehničke dokumentacije iz oblasti bezbednosti i zdravlja na radu, što obuhvata:
   - izrada priloga iz bezbednosti i zdravlja na radu za potrebe glavnog projekta saglasno potrebama projekta i izrada method statementa;
   - izrada Elaborata o uređenju gradilišta i predaja Inspektoratu za rad;
   - izrada dokumentacije iz oblasti bezbednosti i zdravlja na radu za potrebe Klijenta u skladu sa Zakonom o bezbednosti i zdravlju na radu:

- Rules and training program for health and safety at work;
- Risk Assessment in the workplace and work environment at the construction site and for the Client's office space;

2.2. However, unless otherwise agreed by the Parties, the Scope of Works does not include the service of health care - medical examinations for employees, as well as examination and inspection of work equipment and electrical installations.

**Article 3 - Definitions and interpretation**

3.1. Client Staff is a representative of the Client and all the staff at the Client' s site, which includes staff, employees, and other persons of the Client and all Client' s subcontractors, and all the other staff that assists the Client during the execution of the Project.

3.2. The representative of the Service Provider is a person mentioned in the Contract as a Service Provider or a person appointed by the Service Provider in accordance with the provisions of the Contract that act on behalf of Service Provider.

3.3. The Service Provider staff is a representative of the Service Provider and its staff who Service provider employs on-site as well as other personnel acting on behalf of the Service Providers during the works in accordance with the provisions of this Contract.

**Article 4 – Client Obligation**

4.1. The Client is obliged to make the Service Provider familiar with specific construction technology and methods used during the process of execution of the Project.

4.2. The Client is obliged to enable the Service Provider to access to all necessary technical data in respect of technology of execution of the Project.

4.3. The Client is obliged to, in particular, perform the obligations (including, but not limited to the following):

a) to inform the Service Provider in writing, within 7 days, if it has started the construction of a new facility or the new site is opened, or in the event of any changes in the technological process;

b) to provide and undertake all measures in order for the employees to implement and comply with all prescribed measures for health and safety at work, as well as to sanction non-compliance;

- Pravilnik i Program osposobljavanja za bezbedan i zdrav rad;
- Akt o proceni rizika na radnom mestu i u radnoj okolini za predmetno gradilište i Klijentov poslovni prostor;

2.2. Međutim, osim ukoliko nije drugačije dogovoreno od strane Ugovornih strana, obim posla ne obuhvata poslove zdravstevnih pregleda zaposlenih, kao ni pregled i proveru opreme za rad i električnih instalacija.

**Član 3 – Definicije i interpretacija**

3.1. Osoblje Klijenta je predstavnik klijenta i svo osoblje Klijenta na gradilištu, koje uključuje osoblje, zaposlene i druga lica Klijenta i svih podizvođača Klijenta, kao i sve ostalo osoblje koje pomaže Klijentu tokom izvođenja Projekta.

3.2. Predstavnik pružaoca usluga je osoba pomenuta u ugovoru kao Pružalac usluga ili osoba imenovana od strane Pružaoca usluga u skladu sa odredbama Ugovora da deluje u ime Pružaoca usluga.

3.3. Osoblje Pružaoca usluga je predstavnik Pružaoca usluga i osoblje koje Pružalac usluga uposli na gradilištu, kao i drugo osoblje koje deluje u ime Pružaoca usluga tokom radova u skladu sa odredbama ovog Ugovora.

**Član 4– Obaveze Klijenta**

4.1. Klijent je dužan da Pružaoca usluga obavesti o specifičnoj građevinskoj tehnologiji i metodima koji se koriste u procesu izvršenja Projekta.

4.2. Klijent se obavezuje da će Pružaocu usluga dati sve neophodne tehničko-tehnološke podatke u vezi sa poslovima izvršenja projekta.

4.3. Klijent je obavezan da naročito izvršava sledeće obaveze (uključujući ali ne ograničavajući se na sledeće):

a) da najkasnije 7 dana od početka izgradnje novog objekta ili otvaranja novog gradilišta ili u slučaju promena u tehnološkom procesu o tome pismeno obavesti Pružaoca usluga;

b) da obezbedi i preduzme mere da zaposleni sprovode i poštuju sve propisane mere za bezbednost i zdravlje na radu i da sankcioniše nepoštovanje istih;

c) to comply with all proposals, instructions and/or recommendations of Service Providers regarding improving health and safety at work;

d) to comply with Service Provider's written prohibition to work or to use the means of work, in case when the Service Provider finds an immediate danger to life and health of employees;

e) to engage only qualified, medically fit and trained (skilled) workers;

f) to provide proper medical examinations for engaged workers, prior to sending them to work on high risk job positions;

g) to obtain and keep required documentation in respect to the work equipment (machinery and devices) in Serbian language before the installation at working position, inspected and tested in terms of safety for use;

h) to provide implementation of preventive measures during organization of work and working process in order to protect the safety of the employees;

i) to provide and deliver to the employees engaged on execution of works the means of work, i.e. personal protection equipment in accordance with the Health and Safety at Work Law;

j) to immediately inform the Service Provider regarding any changes affecting the employees health and safety;

k) to inform the Service Provider of any newly hired subcontractor- legal entity on the project on the project

l) to inform the Service Provider of any change in the number and structure of employees, ie any newly hired worker, as well as the hiring of new work equipment (machines and equipment), to be used on the construction site

4.4. Failure to comply with the obligations of the Client referred to in the previous paragraph, exclude the responsibility of the Service Provider in terms of health and safety at work, in case of possible consequences for the Client, arising from the Client's default.

4.5. The Client is obliged to inform the Service Provider regarding the planned working hours at the construction site for the next day prior to the end of working hours during the current business day, as well as regarding any changes of planned working hours.

4.6. The Client is obliged to translate all the documents provided to the Service Provider

c) da u svemu ispoštuje predloge, uputstva i/ili preporuke Pružaoca usluga u pogledu poboljšanja bezbednosti i zdravlja na radu;

d) da u svemu ispoštuje pismeni nalog Pružaoca usluga o zabrani rada na radnom mestu Ili upotrebu sredstva za rad, u slučaju kada Pružalac usluga utvrdi neposrednu opasnost po život i zdravlje zaposlenih;

e) da na izvođenju radova angažuje samo kvalifikovane, zdravstveno sposobne i obučene (osposobljene) zaposlene;

f) da za angažovane radnike pre raspoređivanja na radnim mestima sa povećanim rizikom obezbedi propisane lekarske preglede;

g) da je oprema za rad (mašine i uređaji) pre postavljanja na mesto rada pregledana i proverena u pogledu ispravnosti za rad i da ista poseduje propisanu dokumentaciju na srpskom jeziku;

h) da se prilikom organizovanja rada i radnog procesa, obezbede preventivne mere, radi zaštite života zaposlenih;

i) da se zaposlenima na izvođenju radova obezbede i daju na upotrebu sredstva za rad, odnosno sredstva i oprema za ličnu zaštitu na radu u skladu sa propisima Zakona o bezbednosti i zdravlju na radu;

j) da o svim promenama koje utiču na bezbednost i zdravlje na radu zaposlenih bez odlaganja obavesti Pružaoca usluga;

k) da obavesti Pružaoca usluga o svakom novom angažovanom podizvođaču-pravnom licu na projektu

l) da obavesti Pružaoca usluga o svakoj promeni broja i strukture zaposlenih odnosno svakom novozaposlenom radniku kao i angažovanju nove opreme za rad (mašine i uređaji), koju će koristiti na gradilištu

4.4. Nepoštovanje obaveza Klijenta iz prethodnog stava ovog člana, isključuje odgovornost Pružaoca usluga u pogledu bezbednosti i zdravlja na radu, za slučaj eventualnih posledica za Klijenta, koje nastanu u vezi sa propuštanjem Klijenta.

4.5. Klijent se obavezuje da informiše Pružaoca usluga o planiranom radnom vremenu gradilišta za naredni dan pre okončanja radnog vremena tokom tekućeg radnog dana, kao i o bilo kakvih promenama planiranog radnog vremena.

4.6. Klijent se obavezuje da prevede na engleski ili srpski jezik sva dokumenta dostavljena

written other than in English or in Serbian into either English or Serbian. The Client is not obliged to translate the documents written in foreign language, received from any third party, in case that Service Provider does not understand the same.

### Article 5 – Obligations of the Service Provider

5.1 The Service Provider is obliged to cooperate with the Client and the Client's representatives against any third party in accordance with the Contract.

5.2 The Service Provider is obliged to provide the Client all services relating to health and safety at work, which are in accordance with the requirements of the Client as well as required by the laws of Republic of Serbia.

5.3 The Service Provider is obliged to prepare and deliver all the documents referred to in this Contract, including the risk assessment act and related documents, to the Client or the competent authority ahead of schedule determined by the Client, and at the Service Provider's expense.

5.4 The Service Provider shall deliver to the Client the weekly reports, monthly report, all the records, meeting minutes and all the other documents related to health and safety and environmental protection matters determined by this Contract within the period agreed between the Parties hereto.

5.5 The Service Provider is obliged to explicitly, directly and immediately inform the Client's representative in case of an immediate danger to life and health of Client's staff and life and health of other persons present at the construction site and Client's office during the execution of the Project by the Contractor.

5.6 The Service Provider is obliged to pay the salaries and other remunerations to its staff on time and provide them transportation (including car) and working materials such as computer, printer, printing paper, stapler and puncher, unless otherwise specified in the Contract.

5.7 The Service Provider is obliged to appoint its representative for the purpose of this Contract and inform the Client accordingly.

5.8 The Service Provider shall send the required number of staff to the site in order to perform the services stipulated in the Article 7 of this Contract for the Client, and/or the Supervisor at the site, Labour Inspectorate, during agreed working hours, and always in case of an emergency, regardless of the

Pružaocu usluga, sačinjena na drugom jeziku osim engleskog ili srpskog jezika. Klijent nije dužan da prevodi dokumente sačinjene na stranom jeziku dobijene od trećeg lica na stranom jeziku u slučaju da ga Pružalac usluga ne razume.

### Član 5 – Obaveze Pružaoca usluga

5.1 Pružalac usluga je dužan da sarađuje sa Klijentom i predstavnicima Klijenta protiv bilo koje treće strane skladu sa Ugovorom.

5.2. Pružalac usluga se obavezuje da Klijentu pruži sve usluge u vezi sa bezbednošću i zdravljem na radu, u skladu sa potrebama Klijenta i zahtevima propisa Republike Srbije.

5.3. Pružalac usluga se obavezuje da pripremi i dostavi sve dokumente predviđene ovim Ugovorom, uključujući Akt o proceni rizika i povezane dokumente, Klijentu ili nadležnom organu i pre roka koji odredi Klijent, a o svom trošku.

5.4. Pružalac usluga će klijentu dostaviti nedeljne izveštaje, mesečni izveštaj, sve zapisnike, zapisnike sa sastanaka i sva druga dokumenta koja se odnose na pitanja zaštite zdravlja i bezbednosti i zaštite životne sredine utvrđena ovim Ugovorom u roku koji je dogovoren između ugovornih strana.

5.5. Pružalac usluga se obavezuje da eksplicitno, direktno i bez odlaganja obavesti predstavnika Klijenta u slučaju neposredne opasnosti po život i zdravlje osoblja Klijenta i po život i zdravlje drugih lica koja se nalaze na gradilištu i poslovnom prostoru Klijenta tokom izvođenja Projekta od strane Izvođača radova .

5.6 Pružalac usluga preuzima obavezu da blagovremeno isplaćuje zarade i druga primanja svom osoblju, kao i da osoblju obezbedi prevoz (uključujući i auto) i radni materijal kao što je kompjuter, štampač, papir za štampanje, heftalica i sprava za perforiranje, osim ukoliko je drugačije predviđeno ovim Ugovorom.

5.7. Pružalac usluga je dužan da imenuje svog predstavnika za potrebe ovog Ugovora i o tome obavesti Klijenta.

5.8. Pružalac usluga će slati neophodan broj osoblja na gradilište radi pružanja usluga iz Člana 7 ovog Ugovora da bi se obezbedila usluga na licu mesta prema Klijentu, Nadzoru na gradilištu ili Inspektoratu rada, u toku dogovorenog radnog vremena, kao i uvek u vanrednim situacijama, nezavisno od radnog

working hours defined by this Contract.

5.9 The Service Provider shall ensure the required insurance of his staff (mandatory social insurance and additional insurance based on agreement executed with an insurance company) including: insurance in case of illness, accident or death of the employee as well as insurance in case of disability of workers engaged permanently or temporarily in respect to the Project.

5.10 The Service Provider shall organize and hold the weekly health and safety meetings at the site.

5.11 The Service Provider is obliged to be present at the construction site and Client' s office space, and, if necessary, to visit the Client in urgent and emergency cases according to Client' s call.

5.12 The Service Provider is obliged to assist the Client in preparing and submitting the claim against the insurance company and third parties in the event of any damages occurred in respect to the safety, health and environmental protection issues.

5.13 The Service Provider shall indemnify the Client against all claims, proceedings, damages, costs, charges and expenses in respect of death or injury suffered by the Client's staff or loss of or damages to property and all fees and penalties imposed by the competent authorities due to any act or neglect of Service Provider's staff.

5.14 The service provider is obliged to provide part-time staff, who have a sufficient level of English for good communication with the client.

**Article 6 – Contract price**

6.1 All services will be paid on a monthly basis in a fixed amount for all types of services, according to the following positions under the Contract:
Monthly fee for persons engaged for safety and health at work (for Article 6 ) for the project is 190.000,00 RSD, without VAT;

6.2 The VAT (value added tax) rate is 20% (twenty percent).

6.3 The service monthly fees referred to in paragraph 5.1. are fixed and will be valid during the term of this Contract.

6.4 As part of the above amount, we would perform environmental and fire protection work on the project.

This price including the cost of license replacement for railcar drivers and safety inspection for ladder trolleys and transportation

vremena definisanog ovim Ugovorom.

5.9. Pružalac usluga je dužan da obezbedi neophodno osiguranje svog osoblja (obavezno socijalno osiguranje i dodatno osiguranje na osnovu ugovora sa društvom za osiguranje), uključujući: osiguranje u slučaju bolesti, povreda na radu ili smrti radnika kao i osiguranje u slučaju nastanka invaliditeta radnika angažovanih stalno ili privremeno u vezi sa Projektom.

5.10. Pružalac usluga će organizovati i održavati nedeljne sastanke u vezi sa bezbednošću i zdravljem na radu na gradilištu.

5.11. Pružalac usluga je dužan da bude prisutan na gradilištu i poslovnom prostoru Klijenta, i, ako je potrebno, posetiti Klijenta u hitnim slučajevima prema pozivu Klijenta.

5.12. Pružalac usluge je dužan da pomogne Klijentu u pripremi i podnošenju zahteva prema osiguravajućem društvu i trećim licima u slučaju bilo kakvih oštećenja u vezi sa pitanjima bezbednosti, zdravlja i zaštite životne sredine.

5.13. Pružalac usluga će pružiti obeštećenje Klijentu od svih potraživanja, postupaka, šteta, troškova, naknada i troškova u slučaju smrti ili povrede osoblja Klijenta ili gubitaka ili štete na imovini i svih provizija i kazni određenih od strane nadležnih organa u vezi sa bilo kojom radnjom ili propuštanjem osoblja Pružaoca usluga.

5.14 Davalac usluge je dužan da obezbedi osoblje sa polovinom radnog vremena, koje ima dovoljan nivo engleskog jezika za dobru komunikaciju sa klijentom.

**Član 6 – Ugovorna cena**

6.1. Sve usluge biće plaćane na mesečnom nivou, u fiksnom iznosu za sve vrste usluga, prema sledećim pozicijama iz Ugovora:
Mesečna naknada za angažovano lice za bezbednost i zdravlja na radu (za član 6) za projekat je 190.000,00 bez PDV-a;

6.2 PDV stopa (porez na dodatu vrednost) iznosi 20% (dvadeset procenata).

6.3 Mesečne naknade za usluge iz stava 5.1. su fiksne i iste će biti na snazi za vreme važenja ovog Ugovora.

6.4 U sklopu navedenog iznosa obavljali bismo poslove zaštite životne sredine i protivpožarne zaštite na projektu.

U ovu cenu su uključeni troškovi zamene vozačkih dozvola za mašinovođe, pregled i provera merdevina za kontaktnu mežu i troškovi za prevoz

subsidy of Service provider personnel covering his cost of transportation to office & construction site.

**Article 7 – The continuous service of health and safety at work - health and safety at work manager**

7.1. In accordance with the Article 2 paragraph 1 line a), the Service Provider is obliged to send engineers who has passed the exam for performance of safety and health services to work at the site for the purpose of performing the following services:

a) Daily monitoring and controlling of health and safety measures implementation at work during execution of the Project;
b) Submission of weekly and monthly Reports in English in respect of health and safety measures at work implementation during execution of the Project in such form as the Client may prescribe;
c) Overview and recording of potential injuries during works execution and types of injuries, as well as coordination with the Client in order to find medical interventions;
d) Drafting the Risk assessment act for the Project before the deadline determined by the Client;
e) Organization training of the Client's staff for safe handling of work equipment (construction machines, crane facilities and other) and to ensure the aforesaid staff to get the operation license;
f) Training of the Client's staff in the field of occupational health and safety for certain job position;
g) Daily control of implementation of established safety procedures;
h) To perform control of works suspension at the Project and delivering the report in writing if it is noticed that the safety measures are not applied;
i) To conduct reexamination after defect removal in order to abolish measures of temporary works suspension on the Project;
j) To ensure and organize publishing of information and warning boards for appliance of safety measures which should be highlighted on the site;
k) To undertake all the steps and measures proscribed by the applicable regulations for the purpose of handling any accident which might occur, and contacting the

osoblja pružaoca usluga do kancelarije i gradilišta.

**Član 7 – Kontinuirane usluge u vezi poslova bezbednosti i zdravlja na radu – lice za bezbednost i zdravlje na radu**

7.1. U skladu sa članom 2 stav 1 tačka a) Pružalac usluga je dužan da pošalje inženjere sa položenim ispitom za obavljanje poslova bezbednosti i zdravlja na radu na gradilištu radi obavljanja sledećih usluga:

a) Dnevno praćenje i kontrolu primene mera bezbednosti i zdravlja na radu tokom izvođenja Projekta;
b) Podnošenje nedeljnih i mesečnih izveštaja na engleskom jeziku u pogledu primene mera bezbednosti i zdravlja na radu tokom izvođenja projekta u takvoj formi koje može propisati Klijent
c) Pregled i evidentiranje potencijalnih povreda tokom izvođenja radova i vrsta povreda, kao i koordinacija sa klijentom radi pronalaženja medicinskih intervencija;
d) Rad na Aktu o proceni rizika za projekat pre isteka roka koji određuje Klijent;
e) Organizacija stručnog usavršavanja osoblja Klijenta za bezbedno rukovanje opreme za rad (građevinske mašine, dizalice, i sl.) i obezbeđivanje dobijanje dozvola za zaposleno osoblje –rukovaoce;
f) Obučava osoblje klijenta za oblast bezbednosti i zdravlja na radu za određen posao – radno mesto;
g) Dnevna kontrola sprovođenja utvrđenih bezbednosnih procedura;
h) Da vrši kontrolu zabrane izvođenja radova u okviru Projekta i dostavi izveštaj u pismenoj formi ako je primetio da se sigurnosne mere ne primenjuju;
i) Da izvrši preispitivanje nakon otklanjanja nedostataka kako bi se ukinule mere privremene obustave radova na projektu;
j) Da obezbedi i organizuje da se istaknu informacije i table upozorenja za primenu mera bezbednosti koje moraju biti istaknute na gradilištu;
k) Da preduzme sve neophodne korake i mere propisane važećim propisima radi upravljanja bilo kakvom nesrećom koja se može dogoditi i kontaktira zdravstvene

health services, the Ministry of Internal Affairs and inspection bodies in case of any injury-accident of workers on the site;

l) Organization of preliminary and periodical medical examinations of workers on the site;

m) Other works according to the provisions of Health and safety at work Law.

7.2 In accordance with the contract, the Service Provider is obliged to provide service to the Client, and the Client would supply the Service Plan of next month on 20th of each month.

**Article 8 – Coordinator for the implementation of joint measures to ensure the safety and health of all employees**

8.1 In compliance with Article 2 paragraph 1 line b) the Service Provider is obliged to perform the following services (including but not limited to):

a) Team participation in development plan of preventive measures for the Project and Study on site organization for the Client;

b) Adjusting the Preventive measures plan for the Project and the Study of the organization of the site for the Client in cooperation with the Client, Engineer and the Investor;

c) Coordination of activities regarding the application of measures for elimination of health risks for Employees;

d) Coordination of acts on risk assessment of the Sub-Contractors and other legal entities hired for this Project by the Client;

e) To supervise whether working activities are performed correctly and safely on the site and propose the corrective measures (at least once a week and even more frequently when there is an objective need);

f) Coordinate the work of safety managers set by the Subcontractors;

g) To require the person in charge of health and safety to carry out daily construction site visit and to control implementation of safety procedures prescribed by the Article 7 of this Contract;

h) To require H&S manager who is responsible for health and safety to make photos of irregularities that jeopardize the safety and health at work on a construction site at each visit, and if

ustanove, Ministarstvo unutrašnjih poslova i Inspekcijske organe u slučaju bilo kakvih povreda-nesreća radnika na gradilištu;

l) Organizuje preliminarne i periodične medicinske preglede radnika na gradilištu,

m) Ostali radovi u skladu sa odredabama Zakona o bezbednosti i zdravlju na radu.

7.2 U skladu sa ugovorom, Pružalac usluga je dužan da pruži uslugu Klijentu, a Klijent će svakog 20. u mesecu dostaviti Plan usluga za naredni mesec.

**Član 8 – Koordinator sprovođenja zajedničkih mera kojima se obezbeđuje bezbednost i zdravlje svih zaposlenih**

8.1 U skladu sa članom 2 stav 1 tačka b), Pružalac usluga se obavezuje da izvršava sledeće usluge (uključujući ali ne ograničavajući se na):

a) Timsko učešće u razvoju plana preventivnih mera za Projekat i studiju o organizaciji gradilištai za Klijenta;

b) Prilagođavanje Plana preventivnih mera za Projekat i Studije o organizaciji gradilišta za Klijenta u saradnji sa Klijentom, inženjerom i investitorom;

c) Koordinacija aktivnosti u vezi sa primenom mera za otklanjanje zdravstvenih rizika zaposlenih;

d) Koordinacija Akata o proceni rizika Podizvođača i drugih pravnih lica angažovanih za ovaj Projekat od strane Klijenta;

e) Da nadgleda da li se radne aktivnosti obavljaju pravilno i bezbedno na gradilištu na gradilištu i predlaže korektivne mere (najmanje jednom nedeljno, a po potrebi i češće ako za to postoji objektivna potreba);

f) Kooridinira rad lica za bezbednost i zaštitu na radu postavljenih od strane Podizvođača;

g) Da zahtevaju od lica odgovornog za zdravlje i bezbednost da sprovodi svakodnevno posetu gradilišta i da kontroliše sprovođenje sigurnosnih procedura propisanih u Članu 7 ovog Ugovora;

h) Da zahtevaju od lica odgovornog za zdravlje i bezbednost da vrši fotozapis o nepravilnostima koje ugrožavaju bezbednost i zdravlje na radu na gradilištu pri svakom obilasku i, po potrebi, zabrani

necessary prohibit further work until irregularities are corrected;

i) To analyze justification and objectivity of each temporary prohibition to work during the execution of the Project on the site;

j) To assist the Client in immediately removing the deficiencies that caused temporary prohibition of works on the site and to approve the continuation of works after deficiency removal;

k) To organize meetings with all persons in charge of safety and health at work matters (Investor, Contractor and Subcontractors, i.e. engaged legal entities on the site) at least once a week;

l) Coordination of implementation of health and safety measures by the competent authorities and Supervision of works:
   - Participation in weekly meetings regarding safety, health and environmental protection with the Investor, Engineer and Subcontractors and keeping and submitting the minutes of the meeting to the Client;
   - Implementation of defined requirements to increase safety of workers during the service period of the Contract;

m) Coordination of implementation of health and safety measures and cooperation with authorities of Labour inspectorate of the Republic of Serbia:
   - Operating agreement with the Labor inspectorate, establishing modalities for site visits and monitoring of safety and health measures implementation;
   - Organized presence of legal entity – Subcontractor during inspection and supervision;
   - Organization of execution of measures instructed and imposed by the Labour inspectors on the site;

n) Coordination of activities in case of injury of workers or other accidents on the site, as follows:
- reporting the competent authorities that an accident at work happened on the site (Ministry of Interior of Republic of Serbia and Republic Labour inspectorate),
- participation in investigation in case of occurrence of injury,
- coordination regarding the implementation of the obligations of legal

dalje izvođenje radova do otklanjanja nedostataka;

i) Da analizira opravdanost i objektivnost svake privremene zabrane za vreme izvođenja radova na gradilištu;

j) Da pomaže Klijentu da ukloni odmah svaku nepravilnost koja je prouzrokovala privremenu obustavu radova na gradilištu i da odobri nastavak radova po otklanjanju;

k) Da organizuje sastanke sa svim osobama zaduženim za poslove bezbednosti i zdravlja na radu (Investitor, Izvođač, Podizvođači i ostala pravna lica na gradilištu Klijenta) najmanje jednom nedeljno;

l) Koordinacija sprovođenja mera bezbednosti i zdravlja na radu od strane nadležnih organa i nadzora radova:
   - Učešće u nedeljnim sastancima u vezi bezbednosti, zdravlja i zaštite životne sredine sa Investitorom, Inženjerima i Podizvođačima i vođenje podnošenje zapisnika sa sastanka.
   - Implementacija definisanih zahteva da se poveća bezbednost radnika tokom trajanja ovog Ugovora;

m) Koordinacija impementacije mera bezbednosti i zdravlja na radu i saradnja sa instucijama Inspektorata za rad Republike Srbije:
   - Operativni dogovor sa Inspekcijom rada, utvrđivanje modaliteta posete gradilišta i kontrole sprovođenja mera bezbednosti i zdravlja;
   - Organizuje prisustvo pravnog lica - Podizvođača tokom vršenja inspekcije i nadzora;
   - Organizacija izvršenja mera naloženih od strane Inspektora rada na gradilištu;

n) Koordinacija aktivnosti u slučaju povrede radnika ili drugih nesreća na gradilištu, i to:
- izveštavanje nadležnih organa (Ministarstva unutrašnjih poslova Republike Srbije i republičkog Inspektorata rada) o nezgodama koje se dogode na gradilištu,
- Učestvovanje u ispitivanju uzroka nastanka povrede,
- koordinira uvođenje obaveza pravnog lica – Klijenta ili Podizvođača (čiji je radnik

entities – the Client or Subcontractors (whose worker is injured) and Labour Inspectorate and Ministry of Interior of the Republic of Serbia,

- Detailed analysis of each event and accident occurred at the construction site (identifying the source, cause and frequency of the same);

o) Coordination of the works regarding the choice of locations for storage of different materials, especially danger substances;

p) Supervision of health and safety measures at work and taking prescribed evidence about insight during site visiting;

q) Safety supervision during welding, cutting and dealing with easy flammable materials during working process;

r) Presence and representation of the Client, during control by relevant organs of Labour inspection, Directorate for environment protection as well as other bodies, and offering proposals of collective measures in order to overcome any irregularities;

Other works resulting from provisions of the Regulation on health and safety at work at temporary or mobile construction sites and Rulebook concerning health and safety in execution of construction works.

**Article 9 Language/s**

(a) The language in which the Contract documents drawn up shall be in English except the documents from the third party.

(b) Day to day communication on the site may be in Serbian or English, but all written communication, minutes of meeting, notices and any other contractual communication shall be made bilingual, in both Serbian and English.

(c) All documents necessary for the implementation of the Contract and all reports shall be made bilingual, in both Serbian and English.

**Article 10 – Payment**

10.1. At the end of each month the Service Provider shall submit to the Client in duplicate an invoice with monthly reports attached to the accounts.

10.2. Within 15 days of invoice delivery, the monthly fee should be paid to the Service Provider's bank account specified in the invoice, in accordance with the Contract.

povređan) sa Inspektoratom rada i Ministarstvom unutrašnjih poslova Republike Srbije,

- Detaljna analiza svakog događaja i nesreće na gradilištu (identifikacija izvora, uzroka i frekvencije istog);

o) Koordinacija radova u vezi sa izborom lokacija za skladištenje različitih materijala, a posebno opasnih materija;

p) Nadzor zdravstvenih i bezbednosnih mera na radu i uzimanje propisanih dokaza o uvidu tokom posete gradilišta;

q) Bezbednosni nadzor tokom zavarivanja, rezanja i poslova koji se tiču lako zapaljivih materija u toku procesa rada;

r) Prisustvo i predstavljanje Klijenta tokom kontrole od strane nadležnih organa Inspekcije rada, Direkcije za zaštitu životne sredine, kao i drugih organa, kao i ponuda predloga kolektivnih mera radi prevazilaženja nepravilnosti;

Ostali radovi koji rezultiraju iz odredaba Uredbe o bezbednosti i zdravlju na radu na privremenim ili pokretnim gradilištima i Pravilnikom u vezi bezbednosti i zdravlja na radu pri izvođenju građevinskih radova.

**Član 9 Jezik/ci**

(a) Jezik na kome su doneti dokumenti Ugovora će biti engleski jezik, osim dokumenata treće strane.

(b) Svakodnevna komunikacija na gradilištu može biti na srpskom ili engleskom jeziku, ali pisana komunikacija, zapisnici sa sastanka, obaveštenja i druge Ugovorne komunikacije će biti na srpskom i engleskom jeziku.

(c) Sva dokumenta neophodna za sprovođenje Ugovora i svi izveštaji će biti na srpskom i engleskom jeziku.

**Član 10 - Plaćanje**

10.1. Pružalac usluga dostavlja Klijentu na kraju svakog meseca fakture u dva primerka sa mesečnim izveštajima.

10.2. U roku od 15 dana od prijema fakture mesečna naknada se plaća na račun Pružaoca usluga naveden u fakturi, u skladu sa Ugovorom.

**Article 11 - Validity Period**

11.1. The Client is entitled to terminate the contract unconditionally and unilaterally by sending a written notice to the Service Provider 20 days prior to the termination date.

**Article 12 - Termination of the Contract**

12.1. Either party may, without prejudice to any other remedy, terminate Contract in whole or in part by a written notice, if the other party:
Fails to perform any obligation under Contract except minor parts thereof, and does not remedy for its failure within a period of 7 (seven) days upon receipt of the written notice or a period agreed upon between the parties;

**Article 13 - Dispute Resolution**

13.1. All disputes in connection with or arising out of this Contract or the execution of obligations hereunder shall be settled through amicable negotiations. In case no settlement can be reached through negotiations within a maximum of thirty (30) days, the dispute should then be submitted for the final resolution to the Commercial Court in Belgrade.

**Article 14 - Copies and Coming into Force**

14.1. This contract takes effect after the signature or stamped of the legal representatives of both parties.

14.2. This Contract is made in English and Serbian language in 4 (Four) identical bilingual counterparts, out of which 2 (two) counterparts are intended for the Client, and the remaining 2 (two) counterparts for the Service Provider.

14.3. In case of a discrepancy between the English and Serbian version of the Contract, the English language version shall prevail.

**Article 15 – confidentiality**

The service provider shall assume the confidentiality obligation for all documents, data and information provided by the customer

**Član 11 – Period važenja**

11.1. Klijent ima pravo da raskine ugovor bezuslovno i jednostrano slanjem pismenog obaveštenja Dobavljaču usluga 20 dana pre datuma raskida.

**Član 12 - Raskid ugovora**

12.1. Bilo koja strana može bez obzira na bilo koji drugi pravni lek, raskinuti ugovor u celini ili delimično, pismenim obaveštenjem i u prilogu poslati eksplicitne dokaze drugoj strani, ako druga strana:
Ne izvrši bilo koju obavezu iz ugovora, osim manjih delova obaveze, a ne ispravi svoj neuspeh u roku od 7 (sedam) dana od dana prijema pismenog obaveštenja ili dogovorenog roka između strana;

**Član 13 - Rešavanje sporova**

13.1. Svi sporovi u vezi sa ovim Ugovorom ili koji proizilaze iz ovog Ugovora ili izvršenje istog će biti rešeno kroz prijateljske pregovore. U slučaju da rešenje ne može da se postigne putem pregovora u roku od najviše trideset (30) dana, spor će se voditi pred nadležnim sudom u Beogradu, Republika Srbija.

**Član 14 - Kopije i stupanje na snagu**

14.1. Ovaj Ugovor stupa na snagu danom potpsivanja zakonskih zastupnika obe strane.

14.2. Ovaj Ugovor je sačinjen na engleskom i srpskom jeziku, u 4 (četiri) identična dvojezična primerka, od kojih su 2 (dva) primerka namenjena Klijentu, a preostala 2 (dva) primerka Pružaocu usluga.

14.3. U slučaju nesaglasnosti između verzija Ugovora na engleskom i srpskom jeziku, verzija Ugovora na engleskom jeziku će imati prednost u tumačenju.

**Član 15 – poverljivost**

Pružalac usluga preuzima obavezu poverljivosti za sve dokumente, podatke i informacije koje pruža klijent (u daljem

(hereinafter referred to as "confidential information") and take corresponding confidentiality measures (including but not limited to signing confidentiality agreements with relevant personnel). The confidentiality obligations of service providers include but are not limited to:

(1) Without the written consent of the customer, the service provider shall not disclose the confidential information to any third party in any way at any time;

(2) The service provider shall not use the confidential information for other purposes than this agreement, and shall not copy, modify, or retain the documents containing the above-mentioned secret information in any form without authorization after the conclusion of this agreement;

(3) After completing of the service, the service provider shall return the above technical materials, documents and information to the customer .

tekstu "poverljive informacije") i preduzima odgovarajuće mere poverljivosti (uključujući, ali ne ograničavajući se na potpisivanje ugovora o poverljivosti sa relevantnim osobljem). Obaveze povjerljivosti Pružaoca usluga uključuju, ali nisu ograničene na:

(1) Bez pismenog pristanka Klijenta, Pružalac usluga ni u kom trenutku ne sme trećoj strani otkriti poverljive podatke;

(2) Pružalac usluga neće koristiti poverljive podatke u druge svrhe osim ovog sporazuma i ne može kopirati, menjati ili zadržavati dokumenta koja sadrže gore navedene tajne podatke u bilo kojem obliku bez odobrenja nakon zaključenja ovog sporazuma;

(3) Nakon završetka usluge, Pružalac usluga vraća gore navedene tehničke materijale, dokumenta i informacije Klijentu.

For and on behalf of / Za i u ime
China Railway Construction Electrification Bureau Group Co., Ltd OGRANAK BEOGRAD

Zhao Jianyong
Legal representative/Zakonski zastupnik

For and on behalf of / Za i u ime
INSTITUT ALFACHIN-PREVING DOO, BEOGRAD
(The Service Provider / Pružalac usluga)

Dragan Stojanović
Director/direktor